

## CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

## I. (a) PLAINTIFFS

Azalia Graham

(b) County of Residence of First Listed Plaintiff Philadelphia  
(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number)

Simon & Simon, Harry Gosnear, Esq. 18 Campus Blvd.,  
Suite 100, Newtown Square, PA 19073, 215-467-4666

## DEFENDANTS

CEC Entertainment, LLC

County of Residence of First Listed Defendant Texas  
(IN U.S. PLAINTIFF CASES ONLY)NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF  
THE TRACT OF LAND INVOLVED.

Attorneys (If Known)

Kelly Trewella, Esq. Naulty, Scaricamazza & McDevitt,  
1617 JFK Blvd., Ste. 750, Phila. PA 19103, 484-238-7848

## II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- ☐ 1 U.S. Government Plaintiff
- ☐ 2 U.S. Government Defendant
- ☐ 3 Federal Question  
(U.S. Government Not a Party)
- ☒ 4 Diversity  
(Indicate Citizenship of Parties in Item III)

## III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- |   | PTF                                   | DEF                        |   | PTF                        | DEF                                   |
|---|---------------------------------------|----------------------------|---|----------------------------|---------------------------------------|
| Citizen of This State                   | <input checked="" type="checkbox"/> 1 | <input type="checkbox"/> 1 | Incorporated or Principal Place of Business in This State     | <input type="checkbox"/> 4 | <input type="checkbox"/> 4            |
| Citizen of Another State                | <input type="checkbox"/> 2            | <input type="checkbox"/> 2 | Incorporated and Principal Place of Business in Another State | <input type="checkbox"/> 5 | <input checked="" type="checkbox"/> 5 |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3            | <input type="checkbox"/> 3 | Foreign Nation  | <input type="checkbox"/> 6 | <input type="checkbox"/> 6            |

## IV. NATURE OF SUIT (Place an "X" in One Box Only)

Click here for: Nature of Suit Code Descriptions.

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES	
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	<b>PERSONAL INJURY</b> <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input checked="" type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury - Medical Malpractice	<b>PERSONAL INJURY</b> <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability <b>PERSONAL PROPERTY</b> <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other <b>LABOR</b> <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor Management Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Employee Retirement Income Security Act <b>IMMIGRATION</b> <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 465 Other Immigration Actions	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 <b>PROPERTY RIGHTS</b> <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 835 Patent - Abbreviated New Drug Application <input type="checkbox"/> 840 Trademark <input type="checkbox"/> 880 Defend Trade Secrets Act of 2016 <b>SOCIAL SECURITY</b> <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) <b>FEDERAL TAX SUITS</b> <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	<input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 376 Qui Tam (31 USC 3729(a)) <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit (15 USC 1681 or 1692) <input type="checkbox"/> 485 Telephone Consumer Protection Act <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 850 Securities/Commodities Exchange <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision <input type="checkbox"/> 950 Constitutionality of State Statutes
<b>REAL PROPERTY</b> <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	<b>CIVIL RIGHTS</b> <input type="checkbox"/> 440 Other Civil Rights <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 448 Education	<b>PRISONER PETITIONS</b> <b>Habeas Corpus:</b> <input type="checkbox"/> 463 Alien Detainee <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty <b>Other:</b> <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition <input type="checkbox"/> 560 Civil Detainee - Conditions of Confinement			

## V. ORIGIN (Place an "X" in One Box Only)

- ☐ 1 Original Proceeding
- ☒ 2 Removed from State Court
- ☐ 3 Remanded from Appellate Court
- ☐ 4 Reinstated or Reopened
- ☐ 5 Transferred from Another District (specify)
- ☐ 6 Multidistrict Litigation - Transfer
- ☐ 8 Multidistrict Litigation - Direct File

## VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):  
28 USC sec. 1332Brief description of cause:  
slip and fall

## VII. REQUESTED IN COMPLAINT:

☐ CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P.DEMAND \$  
>75kCHECK YES only if demanded in complaint:  
JURY DEMAND: ☒ Yes ☐ No

## VIII. RELATED CASE(S) IF ANY

(See instructions):

JUDGE

DOCKET NUMBER

DATE

SIGNATURE OF ATTORNEY OF RECORD

FOR OFFICE USE ONLY

RECEIPT #

AMOUNT

APPLYING IFP

JUDGE

MAG. JUDGE

UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

## DESIGNATION FORM

(to be used by counsel or pro se plaintiff to indicate the category of the case for the purpose of assignment to the appropriate calendar)

Address of Plaintiff: 5216 N. Carlisle St., Philadelphia, PA 19141

Address of Defendant: 1707 Market Place Blvd., Suite 200, Irving Texas

Place of Accident, Incident or Transaction: Philadelphia, PA

**RELATED CASE, IF ANY:**

Case Number: \_\_\_\_\_ Judge: \_\_\_\_\_ Date Terminated: \_\_\_\_\_

Civil cases are deemed related when *Yes* is answered to any of the following questions:

- |  |                              |  |
|--|------------------------------|--|
| 1. Is this case related to property included in an earlier numbered suit pending or within one year previously terminated action in this court?  | Yes <input type="checkbox"/> | No <input checked="" type="checkbox"/> |
| 2. Does this case involve the same issue of fact or grow out of the same transaction as a prior suit pending or within one year previously terminated action in this court?            | Yes <input type="checkbox"/> | No <input checked="" type="checkbox"/> |
| 3. Does this case involve the validity or infringement of a patent already in suit or any earlier numbered case pending or within one year previously terminated action of this court? | Yes <input type="checkbox"/> | No <input checked="" type="checkbox"/> |
| 4. Is this case a second or successive habeas corpus, social security appeal, or pro se civil rights case filed by the same individual?  | Yes <input type="checkbox"/> | No <input checked="" type="checkbox"/> |

I certify that, to my knowledge, the within case ☐ is / ☒ is not related to any case now pending or within one year previously terminated action in this court except as noted above.

DATE: 11/11/2022 \_\_\_\_\_ Must sign here \_\_\_\_\_ 205814

Attorney-at-Law / Pro Se Plaintiff Attorney I.D. # (if applicable)

**CIVIL: (Place a √ in one category only)****A. Federal Question Cases:**

- ☐ 1. Indemnity Contract, Marine Contract, and All Other Contracts
- ☐ 2. FELA
- ☐ 3. Jones Act-Personal Injury
- ☐ 4. Antitrust
- ☐ 5. Patent
- ☐ 6. Labor-Management Relations
- ☐ 7. Civil Rights
- ☐ 8. Habeas Corpus
- ☐ 9. Securities Act(s) Cases
- ☐ 10. Social Security Review Cases
- ☐ 11. All other Federal Question Cases

(Please specify): \_\_\_\_\_

**B. Diversity Jurisdiction Cases:**

- ☐ 1. Insurance Contract and Other Contracts
- ☐ 2. Airplane Personal Injury
- ☐ 3. Assault, Defamation
- ☐ 4. Marine Personal Injury
- ☐ 5. Motor Vehicle Personal Injury
- ☒ 6. Other Personal Injury (Please specify): slip and fall
- ☐ 7. Products Liability
- ☐ 8. Products Liability - Asbestos
- ☐ 9. All other Diversity Cases

(Please specify): \_\_\_\_\_

**ARBITRATION CERTIFICATION**

(The effect of this certification is to remove the case from eligibility for arbitration.)

I, Kelly Trewella, Esq., counsel of record or pro se plaintiff, do hereby certify:

- ☐ Pursuant to Local Civil Rule 53.2, § 3(c) (2), that to the best of my knowledge and belief, the damages recoverable in this civil action case exceed the sum of \$150,000.00 exclusive of interest and costs:
- ☒ Relief other than monetary damages is sought.

DATE: 11/11/2022 \_\_\_\_\_ Kelly Trewella \_\_\_\_\_ 205814

Attorney-at-Law / Pro Se Plaintiff Attorney I.D. # (if applicable)

NOTE: A trial de novo will be a trial by jury only if there has been compliance with F.R.C.P. 38.

**IN THE UNITED STATE DISTRICT COURT  
FOR THE EASTERN DISTRICT PENNSYLVANIA**

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AZALIA GRAHAM

v.

CEC ENTERTAINMENT, INC. d/b/a Chuck  
E. Cheese and CEC ENTERTAINMENT  
CONCEPTS, LLC and LIDL UA  
OPERATIONS, LLC and SITALA  
TERRELL-HOLLOWAY

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CIVIL ACTION NO.:

**ORDER**

AND NOW, this \_\_\_\_\_ day of \_\_\_\_\_, 2022, upon consideration of the Notice of Removal of Defendants CEC Entertainment, LLC and Defendant Sitala Terrell-Holloway, and upon finding that Defendant Sitala Terrell-Holloway's citizenship shall not be considered for the purposes of the Notice of Removal based on the doctrine of fraudulent joinder, it is hereby ORDERED and DECREED that this matter shall be transferred from the Philadelphia Court of Common Pleas to the United States District Court for the Eastern District of Pennsylvania.

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J.

**IN THE UNITED STATE DISTRICT COURT  
FOR THE EASTERN DISTRICT PENNSYLVANIA**

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AZALIA GRAHAM

v.

CEC ENTERTAINMENT, INC. d/b/a  
Chuck E. Cheese and CEC  
ENTERTAINMENT CONCEPTS, LLC  
and LIDL UA OPERATIONS, LLC and  
SITALA TERRELL-HOLLOWAY

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CIVIL ACTION NO.:

**NOTICE OF REMOVAL**

TO THE HONORABLE JUDGES OF SAID COURT:

The Defendants, CEC Entertainment, LLC and Sitala Terrell-Randolph, by and through their undersigned counsel, hereby file this Notice of Removal based on diversity of citizenship and in support thereof, avers as follows:

1. This action was commenced via the filing of a Complaint on September 29, 2022 in the Court of Common Pleas of Philadelphia County and is currently pending under Case ID: 220902934. A true and correct copy of the Complaint is attached hereto. *See **Exhibit A.***
2. Plaintiff filed her Complaint as part of the Major Jury program and specifically pleads her damages are in excess of \$75,000.00.
3. Defendant CEC Entertainment, LLC (improperly named as “CEC Entertainment, Inc. d/b/a “Chuck E. Cheese” and CEC Entertainment Concepts, LLC) was served on October 13, 2022.
4. An Affidavit of Service has not yet been filed on the docket.
5. Defendant CEC Entertainment, LLC consents to the filing of this Notice of Removal.
6. Defendant Sitala Terrell-Randolph consents to the filing of this Notice of Removal

7. As of the date of the filing of this Notice of Removal, Defendant LIDL US Operations, LLC has not yet been served. See **Exhibit B** (Docket).

**I. Removal Is Based on Diversity of Citizenship**

8. This Notice of Removal is based on diversity of citizenship.
9. Pursuant to 28 U.S.C. §1332, diversity is appropriate where the matter in controversy exceeds the sum or value of \$75,000, exclusive of interest and costs, and is between citizens of different States.
10. Plaintiff, Azalia Graham is a citizen of the Commonwealth of Pennsylvania.
11. Defendant CEC Entertainment, LLC is a citizen of the State of Texas.
12. Defendant LIDL US Operations LLC is a Citizen of the Commonwealth of Virginia.
13. Defendant Sitala Terrell-Holloway is a Citizen of the Commonwealth of Pennsylvania.
14. 28 U.S.C. §1441- Removal of Civil Actions, states, in relevant part:

A civil action otherwise removable solely on the basis of the jurisdiction under section 1332(a) of this title may not be removed if any of the parties in interest ***properly joined and served*** as defendants is a citizen of the State in which such action is brought. 28 U.S.C. §1441 (b)(2) (emphasis added).

15. Pursuant to 28 U.S.C. §1446(b)(2)(A):

When a civil action is removed solely under section 1441(a), all defendants who have been properly joined and served must join in or consent to the removal of the action.

16. Defendant LIDL US OPERATIONS, LLC has not yet been served, therefore, consent is not needed from LIDL to file this Notice of Removal.



**II. Defendant Sitala Terrell-Holloway Is A Fraudulently Joined Defendant And Her Citizenship Should Not Be Considered For Purposes Of This Notice Of Removal.**

17. It is believed and therefore averred that Defendant Sitala Terrell-Holloway was fraudulently named as a defendant in this action solely to defeat diversity jurisdiction.
18. “The doctrine of fraudulent joinder represents an exception to the requirement that removal be predicated solely upon complete diversity.” In re Briscoe, 448 F.3d 201, 215-216 (3d. Cir. 2006).
19. When a complaint names a defendant “who [is] not of diverse citizenship from the plaintiff, the diverse defendant may still remove the action if it can establish that the non-diverse defendants were ‘fraudulently’ named or joined solely to defeat diversity jurisdiction.” Id. at 216.
20. Joinder is fraudulent *when there is no reasonable basis in fact supporting the claim against the joined defendant*, or when there is *no real intention in good faith to prosecute the action against the defendant* or seek a joint judgment. Abels v. State Farm Fire & Cas. Co., 770 F.2d 26, 32 (3d Cir. 1985) (emphasis added).
21. If it is determined that the joinder was fraudulent, *the District Court can disregard, for jurisdictional purposes, the citizenship of nondiverse defendants*, and assume jurisdiction over a case, dismiss the nondiverse defendants, and thereby retain jurisdiction. Briscoe at 216 (emphasis added).
22. In this action, Defendant Sitala Terrell-Holloway appears to be a fraudulently joined Defendant.
23. As to Defendant Sitala Terrell-Holloway, the Complaint alleges:

a. Defendant, Sitala Terrell-Holloway, is a business entity registered to do business in the Commonwealth of Pennsylvania, with a business address listed in the caption of this Complaint, and which at all times material hereto was the owner, operator, maintainer, possessor, lessor, lessee and/or otherwise legally responsible for the care, control and safety of the premises located at the Chuck E. Cheese, located at 9175 Roosevelt Blvd., Ste. 2, Philadelphia, PA 19114. Complaint at ¶5.

b. At all times relevant hereto, Defendants, individually, jointly and/or through its agents, servants, franchisees, workmen and/or employees, had a duty to keep and maintain the aforesaid premises in a reasonably safe condition for those persons lawfully thereon, including Plaintiff. Id. at ¶9.

c. On or about June 16, 2022, while on Defendants' premises Plaintiff was caused to slip and fall on a liquid substance that was on the floor, causing serious and permanent personal injuries on account of which this action is brought. Id. at ¶10.

d. At or about the same date, time and place in question, and for some period of time prior thereto, Defendants, acting individually, jointly and/or by and through their agents, servants, franchisees, workmen and/or employees, negligently and/or carelessly allowed and permitted dangerous and unsafe conditions to exist, including but not limited to, the conditions which directly resulted in the plaintiff's injuries. Id. at ¶11.

24. Each Count for Negligence is identical and alleges the "negligence" consisted of various acts or omissions delineated in subsections (a) through (g).

25. The negligence allegations against Defendant Sitala Terrell-Holloway are as follows:

- a. Failure to clean up the liquid substance;
- b. Failure to regard the rights, safety and position of the Plaintiff in and about the area of the aforementioned accident;
- c. Failure to request and supervise periodic inspections of the premises in and around the area where Plaintiff fell by Defendant's employees and/or agents;
- d. Failure to reasonably inspect, maintain and/or otherwise exercise due and reasonable care under the circumstance in view of the foreseeable dangers, accidents and/or injuries that could occur as a result of the conditions on the premises;

- e. Failure to provide sufficient warning to the Plaintiff as to the existence of the reasonably foreseeable defective, dangerous, and unsafe conditions giving rise to the instant action;
- f. Failure to provide adequate safeguards to prevent the injury to Plaintiff;
- g. Failure to exercise the proper care, custody and control over the aforesaid premises.

Complaint at ¶30.

26. Defendant Sitala Terrell-Holloway is an individual, not a business entity.

27. There is not a business entity with a registered business address in Philadelphia by the name of “Sitala Terrell-Holloway”, therefore the non-existent business entity SitalaTerrell-Holloway” is a fraudulently named Defendant. *See Exhibit C (Pennsylvania Corporation Search).*

***A. There is no reasonable basis in fact to support any claims against Defendant Sitala Terrell-Holloway as an individual defendant.***

28. Assuming *arguendo*, that Plaintiff’s allegation that Sitala Terrell-Holloway is a business entity was in error, and assuming Plaintiff meant to plead a cause of action against Sitala Terrell-Holloway as an individual subject to individual liability, she would still be a fraudulently named Defendant because there is no “reasonable basis in fact” supporting any of the claims against her.

29. First, Plaintiff fails to plead that Sitala Terrell-Holloway was an employee or agent acting in the course and scope of her employment of either corporate Defendant.

30. Second, Plaintiff fails to allege Sitala Terrell-Holloway was even working on the date of the incident.

31. Notably, Sitala Terrell-Holloway was *not working* on the date of the incident. *See Exhibit D (time punch).*



32. All of the alleged acts and/or omissions of negligence pled as (a)-(g) concern acts and/or omissions that would have occurred on the date of the incident.

33. As Defendant Sitala Terrell-Holloway was not working on the date of the incident she could not be liable for any of the allegations of negligence pled against her.

***B. There is no reasonable basis to believe that Plaintiff has any “real intention in good faith to prosecute the action” against Defendant Terrell-Holloway.***

34. Even if the Plaintiff correctly pled that Ms. Terrell-Holloway was an employee and agent of CEC Entertainment, LLC, any liability attributable to her would be attributable to the corporate entity, CEC Entertainment, LLC, pursuant to the doctrines of vicarious liability and/or Respondeat Superior.

35. A simple google search reveals that Sitala Terrell-Holloway is a young woman (approximately 21 years of age) who lives with her father, Joshua Holloway. See **Exhibit E** (Google Search).

36. Notably, the address on the google search is the same address on file with CEC Entertainment, LLC of its employee, Sitala Terrell-Holloway: 808 Fanshawe St., Philadelphia PA 19111.

37. The target Defendant is the corporate entity, not a 21-year-old woman (Sitala Terrell-Randolph) employed by Chuck E. Cheese with no cognizable assets of any significant value.

38. Moreover, Sitala Terrell-Randolph has no ownership interest in CEC Entertainment, LLC, nor is she a named insured on its insurance policy.

39. There is no cognizable reason for Plaintiff to pursue a claim against Defendant Terrell-Holloway.

40. Defendants believe, and therefore aver, that Plaintiff does not have any “real intention in good faith to prosecute the action” against Defendant Terrell-Holloway.

41. There was *no reason to name Sitala Terrell-Holloway as a Defendant other than to defeat diversity jurisdiction.*

42. For the foregoing reasons, Sitala Terrell-Holloway is should be deemed a fraudulently joined Defendant and her citizenship should be disregarded, for jurisdictional purposes, when considering this Notice of Removal.

43. Pursuant to 28 U.S.C. §1446(b)(1), this Notice of Removal is being filed within thirty (30) days of service of the Complaint on Defendant CEC Entertainment, LLC.

44. Pursuant to 28 U.S.C. §1446(d), a copy of this Notice will be filed with the Philadelphia County Court of Common Pleas and service will be made on all parties.

DATE: 11/12/22

/s/ Kelly Trewella  
KELLY A. TREWELLA, ESQUIRE  
*Attorney for Defendant CEC Entertainment, LLC  
and Defendant Sitala Terrell-Holloway*

**CERTIFICATE OF SERVICE**

I certify that I served a true and correct copy of the foregoing Notice of Removal was served on the below listed parties and/or their counsel, addressed as follows:

**Via Email and ECF:**

Simon & Simon  
Marc I. Simon, Esq.  
Harry Gosnear, Esquire  
18 Campus Blvd., Suite 100  
Newtown Square, PA 19073

**Via USPS First Class Mail**

LIDL US Operations LLC  
3500 S. Clark St.  
Arlington, VA 22202

NAULTY SCARICAMAZZA & McDEVITT, LLC

DATE: 11/12/22

/s/ Kelly A. Trewella

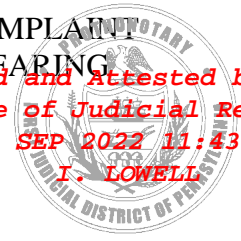
KELLY A. TREWELLA, ESQUIRE

*Attorney for Defendant CEC Entertainment, LLC  
and Defendant Sitala Terrell-Holloway*

# *Exhibit A*

THIS IS NOT AN ARBITRATION COMPLAINT  
 AN ASSESSMENT OF DAMAGES HEARING  
 IS REQUIRED

*Filed and Attested by the  
 Office of Judicial Records  
 29 SEP 2022 11:43 am*



**SIMON & SIMON, P.C.**

BY: Marc I. Simon, Esquire  
 Joshua A. Rosen, Esquire  
 Matthew J. Zamites, Esquire  
 Brian F. George, Esquire  
 Andrew Baron, Esquire  
 Joshua Baer, Esquire  
 Michael K. Simon, Esquire  
 Sam Reznik, Esquire  
 Mary G. McCarthy, Esquire  
 Harry Gosnear, Esquire  
 Daniel Ward, Esquire

Christopher Green, Esquire  
 Kane Daly, Esquire  
 Brittany Sturges, Esquire  
 Kelly Peterson, Esquire  
 Roman Galas, Esquire  
 Christopher Burruezo, Esquire  
 Anthony Canale, Esquire  
 Sam Gangemi, Esquire  
 Blaise Richards, Esquire  
 Abigail Boyd, Esquire  
 Ari Sliffman, Esquire

Attorney ID No.'s:  
 201798

*Attorneys for Plaintiff*

18 Campus Blvd., Suite 100  
 Newtown Square, PA 19073  
 (215-467-4666)

Azalia Graham	:	COURT OF COMMON PLEAS
5216 N Carlisle St	:	PHILADELPHIA COUNTY
Philadelphia, PA 19141	:	
Plaintiff	:	September Term 2022
v.	:	
	:	No.
CEC Entertainment Inc. d/b/a Chuck E. Cheese	:	
1707 Market Place Boulevard, Suite 200	:	
Irving, TX, 75063	:	
And	:	
CEC Entertainment Concepts, LLC	:	
1707 Market Place Boulevard, Suite 200	:	
Irving, TX, 75063	:	
And	:	
LIDL US Operations, LLC	:	
3500 S. Clark St,	:	
Arlington, VA, 22202	:	
And	:	
Sitala Terrell-Holloway	:	
9175 Roosevelt Blvd., Ste. 2	:	
Philadelphia, PA 19114	:	
Defendants	:	

**NOTICE TO DEFEND**

**NOTICE**

You have been sued in court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this complaint and notice are served, by entering a written appearance personally or by attorney and filing in writing with the court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the court without further notice for any money claimed in the complaint or for any other claim or relief requested by Ms. Olson. You may lose money or property or other rights important to you.

**YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.**

**PHILADELPHIA BAR ASSOCIATION  
LAWYER REFERRAL AND  
INFORMATION SERVICE  
One Reading Center  
Philadelphia Pennsylvania 19107  
Telephone: (215) 238-6300**

**AVISO**

Le han demandado a usted en la corte. Si usted quiere defenderse de estas demandas expuestas en las páginas siguientes, usted tiene veinte (20) días de plazo al partir de la fecha de la demanda y la notificación. Hace falta asentar una comparecencia escrita o en persona o con un abogado y entregar a la corte en forma escrita sus defensas o sus objeciones a las demandas en contra de su persona. Sea avisado que si usted no se defiende, la corte tomará medidas y puede continuar la demanda en contra suya sin previo aviso o notificación. Además, la corte puede decidir a favor del demandante y requiere que usted cumpla con todas las provisiones de esta demanda. Usted puede perder dinero o sus propiedades u otros derechos importantes para usted.

**LLEVE ESTA DEMANDA A UN ABOGADO INMEDIATAMENTE. SI NO TIENE ABOGADO O SI NO TIENE EL DINERO SUFICIENTE DE PAGAR TAL SERVICIO, VAYA EN PERSONA O LLAME POR TELÉFONO A LA OFICINA CUYA DIRECCION SE ENCUENTRA ESCRITA ABAJO PARA AVERIGUAR DONDE SE PUEDE CONSEGUIR ASISTENCIA LEGAL.**

**ASOCIACIÓN DE LICENCIADOS DE  
FILADELFIA  
SERVICIO DE REFERENCIA E  
INFORMACIÓN LEGAL  
One Reading Center  
Filadelfia, Pennsylvania 19107  
Teléfono: (215) 238-6300**



**COMPLAINT**

1. Plaintiff, Azalia Graham, is an adult individual and resident of the Commonwealth of Pennsylvania, residing at the address listed in the above caption of this Complaint.

2. Defendant, CEC Entertainment Inc. d/b/a Chuck E. Cheese, is a business entity registered to do business in the Commonwealth of Pennsylvania, with a business address listed in the caption of this Complaint, and which at all times material hereto was the owner, operator, maintainer, possessor, lessor, lessee and/or otherwise legally responsible for the care, control and safety of the premises located at the Chuck E. Cheese, located at 9175 Roosevelt Blvd., Ste. 2, Philadelphia, PA 19114.

3. Defendant, CEC Entertainment Concepts, LLC, is a business entity registered to do business in the Commonwealth of Pennsylvania, with a business address listed in the caption of this Complaint, and which at all times material hereto was the owner, operator, maintainer, possessor, lessor, lessee and/or otherwise legally responsible for the care, control and safety of the premises located at the Chuck E. Cheese, located at 9175 Roosevelt Blvd., Ste. 2, Philadelphia, PA 19114.

4. Defendant, LIDL US Operations, LLC, is a business entity registered to do business in the Commonwealth of Pennsylvania, with a business address listed in the caption of this Complaint, and which at all times material hereto was the owner, operator, maintainer, possessor, lessor, lessee and/or otherwise legally responsible for the care, control and safety of the premises located at the Chuck E. Cheese, located at 9175 Roosevelt Blvd., Ste. 2, Philadelphia, PA 19114.

5. Defendant, Sitala Terrell-Holloway, is a business entity registered to do business in the Commonwealth of Pennsylvania, with a business address listed in the caption of this Complaint, and which at all times material hereto was the owner, operator, maintainer, possessor, lessor,

lessee and/or otherwise legally responsible for the care, control and safety of the premises located at the Chuck E. Cheese, located at 9175 Roosevelt Blvd., Ste. 2, Philadelphia, PA 19114.

6. Upon information and belief, Defendant regularly and systematically transact business in Philadelphia County so as to be subject to venue and in personem jurisdiction in Philadelphia.

7. At all relevant times, Defendants were acting individually, jointly and/or by and through its agents, servants, franchisees, workmen and/or employees for the maintenance, repair, care and control of the premises located at the Chuck E. Cheese, located at 9175 Roosevelt Blvd., Ste. 2, Philadelphia, PA 19114, referred to hereinafter as “the premises.”

8. On or about June 16, 2022, Plaintiff was a business invitee, licensee and/or otherwise legally on Defendants’ premises.

9. At all times relevant hereto, Defendants, individually, jointly and/or through its agents, servants, franchisees, workmen and/or employees, had a duty to keep and maintain the aforesaid premises in a reasonably safe condition for those persons lawfully thereon, including Plaintiff.

10. On or about June 16, 2022, while on Defendants’ premises Plaintiff was caused to slip and fall on a liquid substance that was on the floor, causing serious and permanent personal injuries on account of which this action is brought.

11. At or about the same date, time and place in question, and for some period of time prior thereto, Defendants, acting individually, jointly and/or by and through their agents, servants, franchisees, workmen and/or employees, negligently and/or carelessly allowed and permitted dangerous and unsafe conditions to exist, including but not limited to, the conditions which directly resulted in the plaintiff’s injuries.

**COUNT I**

**Azalia Graham v. CEC Entertainment Inc. d/b/a Chuck E. Cheese  
Negligence**

12. The negligence of Defendants consisted of, inter alia, the following:

- a. Failure to clean up the liquid substance;
- b. Failure to regard the rights, safety and position of the Plaintiff in and about the area of the aforementioned accident;
- c. Failure to request and supervise periodic inspections of the premises in and around the area where Plaintiff fell by Defendant's employees and/or agents;
- d. Failure to reasonably inspect, maintain and/or otherwise exercise due and reasonable care under the circumstance in view of the foreseeable dangers, accidents and/or injuries that could occur as a result of the conditions on the premises;
- e. Failure to provide sufficient warning to the Plaintiff as to the existence of the reasonably foreseeable defective, dangerous, and unsafe conditions giving rise to the instant action;
- f. Failure to provide adequate safeguards to prevent the injury to Plaintiff;
- g. Failure to exercise the proper care, custody and control over the aforesaid premises.

13. As a direct and consequential result of the negligent and/or careless conduct of the defendant, described above, the Plaintiff suffered various serious and permanent personal injuries, serious impairment of bodily function and/or permanent serious disfigurement and/or aggravation of pre-existing conditions, and others ills and injuries, knee, hip, and back, all to Plaintiff's great loss and detriment.

14. As a result of these injuries, all of which are permanent in nature and all of which are to Plaintiff's great financial detriment and loss, Plaintiff has in the past, is presently and may in the future suffer great anguish, sickness and agony and will continue to suffer for an indefinite time into the future.

15. As an additional result of the carelessness and/or negligence of Defendants, Plaintiff has suffered emotional injuries, along with the physical injuries suffered.

16. As a further result of Plaintiff's injuries, Plaintiff has in the past, is presently and may in the future undergo a great loss of earnings and/or earning capacity, all to Plaintiff's further loss and detriment.

17. Furthermore, in addition to all the injuries and losses suffered by Plaintiff, Plaintiff has also incurred or will incur medical, rehabilitative and other related expenses for which he makes a claim for payment in the present action.

WHEREFORE, Plaintiff, Azalia Graham, demands judgment in Plaintiff's favor and against Defendant, CEC Entertainment Inc. d/b/a Chuck E. Cheese, in an amount in excess of Seventy-Five Thousand (\$75,000.00) Dollars, plus all costs and other relief this court deems necessary.

**COUNT II**  
**Azalia Graham v. CEC Entertainment Concepts, LLC**  
**Negligence**

18. The negligence of Defendants consisted of, inter alia, the following:

- a. Failure to clean up the liquid substance;
- b. Failure to regard the rights, safety and position of the Plaintiff in and about the area of the aforementioned accident;
- c. Failure to request and supervise periodic inspections of the premises in and around the area where Plaintiff fell by Defendant's employees and/or agents;

- d. Failure to reasonably inspect, maintain and/or otherwise exercise due and reasonable care under the circumstance in view of the foreseeable dangers, accidents and/or injuries that could occur as a result of the conditions on the premises;
- e. Failure to provide sufficient warning to the Plaintiff as to the existence of the reasonably foreseeable defective, dangerous, and unsafe conditions giving rise to the instant action;
- f. Failure to provide adequate safeguards to prevent the injury to Plaintiff;
- g. Failure to exercise the proper care, custody and control over the aforesaid premises.

19. As a direct and consequential result of the negligent and/or careless conduct of the defendant, described above, the Plaintiff suffered various serious and permanent personal injuries, serious impairment of bodily function and/or permanent serious disfigurement and/or aggravation of pre-existing conditions, and others ills and injuries, knee, hip, and back, all to Plaintiff's great loss and detriment.

20. As a result of these injuries, all of which are permanent in nature and all of which are to Plaintiff's great financial detriment and loss, Plaintiff has in the past, is presently and may in the future suffer great anguish, sickness and agony and will continue to suffer for an indefinite time into the future.

21. As an additional result of the carelessness and/or negligence of Defendants, Plaintiff has suffered emotional injuries, along with the physical injuries suffered.

22. As a further result of Plaintiff's injuries, Plaintiff has in the past, is presently and may in the future undergo a great loss of earnings and/or earning capacity, all to Plaintiff's further loss and detriment.

23. Furthermore, in addition to all the injuries and losses suffered by Plaintiff, Plaintiff has also incurred or will incur medical, rehabilitative and other related expenses for which he makes a claim for payment in the present action.

WHEREFORE, Plaintiff, Azalia Graham, demands judgment in Plaintiff's favor and against Defendant, CEC Entertainment Concepts, LLC, in an amount in excess of Seventy-Five Thousand (\$75,000.00) Dollars, plus all costs and other relief this court deems necessary

**COUNT III**  
**Azalia Graham v. LIDL US Operations, LLC**  
**Negligence**

24. The negligence of Defendants consisted of, inter alia, the following:

- a. Failure to clean up the liquid substance;
- b. Failure to regard the rights, safety and position of the Plaintiff in and about the area of the aforementioned accident;
- c. Failure to request and supervise periodic inspections of the premises in and around the area where Plaintiff fell by Defendant's employees and/or agents;
- d. Failure to reasonably inspect, maintain and/or otherwise exercise due and reasonable care under the circumstance in view of the foreseeable dangers, accidents and/or injuries that could occur as a result of the conditions on the premises;
- e. Failure to provide sufficient warning to the Plaintiff as to the existence of the reasonably foreseeable defective, dangerous, and unsafe conditions giving rise to the instant action;
- f. Failure to provide adequate safeguards to prevent the injury to Plaintiff;
- g. Failure to exercise the proper care, custody and control over the aforesaid premises.

25. As a direct and consequential result of the negligent and/or careless conduct of the defendant, described above, the Plaintiff suffered various serious and permanent personal



injuries, serious impairment of bodily function and/or permanent serious disfigurement and/or aggravation of pre-existing conditions, and others ills and injuries, knee, hip, and back, all to Plaintiff's great loss and detriment.

26. As a result of these injuries, all of which are permanent in nature and all of which are to Plaintiff's great financial detriment and loss, Plaintiff has in the past, is presently and may in the future suffer great anguish, sickness and agony and will continue to suffer for an indefinite time into the future.

27. As an additional result of the carelessness and/or negligence of Defendants, Plaintiff has suffered emotional injuries, along with the physical injuries suffered.

28. As a further result of Plaintiff's injuries, Plaintiff has in the past, is presently and may in the future undergo a great loss of earnings and/or earning capacity, all to Plaintiff's further loss and detriment.

29. Furthermore, in addition to all the injuries and losses suffered by Plaintiff, Plaintiff has also incurred or will incur medical, rehabilitative and other related expenses for which he makes a claim for payment in the present action.

WHEREFORE, Plaintiff, Azalia Graham, demands judgment in Plaintiff's favor and against Defendant, LIDL US Operations, LLC, in an amount in excess of Seventy-Five Thousand (\$75,000.00) Dollars, plus all costs and other relief this court deems necessary

**COUNT IV**  
**Azalia Graham v. Sitala Terrell-Holloway**  
**Negligence**

30. The negligence of Defendants consisted of, inter alia, the following:

- a. Failure to clean up the liquid substance;
- b. Failure to regard the rights, safety and position of the Plaintiff in and about the area of the aforementioned accident;

- c. Failure to request and supervise periodic inspections of the premises in and around the area where Plaintiff fell by Defendant's employees and/or agents;
- d. Failure to reasonably inspect, maintain and/or otherwise exercise due and reasonable care under the circumstance in view of the foreseeable dangers, accidents and/or injuries that could occur as a result of the conditions on the premises;
- e. Failure to provide sufficient warning to the Plaintiff as to the existence of the reasonably foreseeable defective, dangerous, and unsafe conditions giving rise to the instant action;
- f. Failure to provide adequate safeguards to prevent the injury to Plaintiff;
- g. Failure to exercise the proper care, custody and control over the aforesaid premises.

31. As a direct and consequential result of the negligent and/or careless conduct of the defendant, described above, the Plaintiff suffered various serious and permanent personal injuries, serious impairment of bodily function and/or permanent serious disfigurement and/or aggravation of pre-existing conditions, and others ills and injuries, knee, hip, and back, all to Plaintiff's great loss and detriment.

32. As a result of these injuries, all of which are permanent in nature and all of which are to Plaintiff's great financial detriment and loss, Plaintiff has in the past, is presently and may in the future suffer great anguish, sickness and agony and will continue to suffer for an indefinite time into the future.

33. As an additional result of the carelessness and/or negligence of Defendants, Plaintiff has suffered emotional injuries, along with the physical injuries suffered.

34. As a further result of Plaintiff's injuries, Plaintiff has in the past, is presently and may in the future undergo a great loss of earnings and/or earning capacity, all to Plaintiff's further loss and detriment.

35. Furthermore, in addition to all the injuries and losses suffered by Plaintiff, Plaintiff has also incurred or will incur medical, rehabilitative and other related expenses for which he makes a claim for payment in the present action.

WHEREFORE, Plaintiff, Azalia Graham, demands judgment in Plaintiff's favor and against Defendant, Sitala Terrell-Holloway, in an amount in excess of Seventy-Five Thousand (\$75,000.00) Dollars, plus all costs and other relief this court deems necessary

SIMON & SIMON, PC



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MARC I. SIMON, ESQUIRE  
*Attorney for Plaintiff*

**VERIFICATION**

I, Marc I. Simon, hereby state that I am the attorney for Plaintiff in the within action and that the facts set forth in this Civil Action Complaint above are true and correct to the best of my knowledge, information and belief.

I understand that the statements in this Verification are made subject to the penalties of 18 Pa.C.S. § 4904 relating to unsworn falsification to authorities.



---

Marc I. Simon

**VERIFICATION**

I am the Plaintiff this action, and I hereby state that the facts set forth in the foregoing pleading are true and correct to the best of my knowledge, information and belief. I understand that this Verification is subject to 18 Pa.C.S. § 4904 providing for criminal penalties for unsworn falsification to authorities.

DocuSigned by:



244A1E3F22C1458...

# *Exhibit B*





A \$5 Convenience fee will be added to the transaction at checkout.

**Case Description**

**Case ID:** 220902934  
**Case Caption:** GRAHAM VS CEC ENTERTAINMENT INC. ETAL  
**Filing Date:** Thursday , September 29th, 2022  
**Court:** MAJOR NON JURY EXPEDITED  
**Location:** CITY HALL  
**Jury:** NON JURY  
**Case Type:** PREMISES LIABILITY, SLIP/FALL  
**Status:** WAITING TO LIST CASE MGMT CONF

**Related Cases**

*No related cases were found.*

**Case Event Schedule**

*No case events were found.*

**Case motions**

*No case motions were found.*









**Case Parties**

Seq #	Assoc	Expn Date	Type	Name
1			ATTORNEY FOR PLAINTIFF	SIMON, MARC I
<b>Address:</b>	SIMON & SIMON PC 18 CAMPUS BLVD SUITE 100 NEWTOWN SQUARE PA 19073 (215)467-4666 CourtFilingsPHL2@gosimon.com	<b>Aliases:</b>	none	
2	1		PLAINTIFF	GRAHAM, AZALIA
<b>Address:</b>	5216 N CARLISLE ST PHILADELPHIA, PA 19141	<b>Aliases:</b>	none	
3			DEFENDANT	CEC ENTERTAINMENT INC

<b>Address:</b>	1707 MARKET PLACE BOULEVARD, SUITE 200 IRVING TX 75063	<b>Aliases:</b>	CHUCK E CHEESE DBA
4			DEFENDANT CEC ENTERTAINMENT CONCEPTS LLC
<b>Address:</b>	1707 MARKET PLACE BOULEVARD, SUITE 200 IRVING TX 75063	<b>Aliases:</b>	<i>none</i>
5			DEFENDANT LIDL US OPERATIONS LLC
<b>Address:</b>	3500 S. CLARK ST, ARLINGTON VA 22202	<b>Aliases:</b>	<i>none</i>
6			DEFENDANT SITALA TERRELL- HOLLOWAY
<b>Address:</b>	9175 ROOSEVELT BLVD., STE. 2 PHILADELPHIA, PA 19114	<b>Aliases:</b>	<i>none</i>
7			MOTION ASSIGNMENT JUDGE LANE, TIMIKA
<b>Address:</b>	1216 STOUT CENTER FOR CJ 1301 FILBERT ST PHILADELPHIA PA 19107	<b>Aliases:</b>	<i>none</i>
8			TEAM LEADER FLETMAN, ABBE F
<b>Address:</b>	229A CITY HALL PHILADELPHIA PA 19107 (215)686-2636	<b>Aliases:</b>	<i>none</i>

**Docket Entries**

Filing Date/Time	Docket Type	Filing Party	Disposition Amount
29-SEP-2022 11:43 AM	ACTIVE CASE		

<b>Docket Entry:</b>	E-Filing Number: 2209057710		
29-SEP-2022 11:43 AM	COMMENCEMENT OF CIVIL ACTION	SIMON, MARC I	
<b>Documents:</b>	 Click link(s) to preview/purchase the documents <a href="#">Final Cover</a>		 Click HERE to purchase all documents related to this one docket entry
<b>Docket Entry:</b>	none.		
29-SEP-2022 11:43 AM	COMPLAINT FILED NOTICE GIVEN	SIMON, MARC I	
<b>Documents:</b>	 Click link(s) to preview/purchase the documents <a href="#">Azalia Graham DCOM (PHL SF).pdf</a>		 Click HERE to purchase all documents related to this one docket entry
<b>Docket Entry:</b>	COMPLAINT WITH NOTICE TO DEFEND WITHIN TWENTY (20) DAYS AFTER SERVICE IN ACCORDANCE WITH RULE 1018.1 FILED.		
29-SEP-2022 11:43 AM	WAITING TO LIST CASE MGMT CONF	SIMON, MARC I	
<b>Docket Entry:</b>	none.		
02-NOV-2022 09:09 AM	AFFIDAVIT OF SERVICE FILED	SIMON, MARC I	
<b>Documents:</b>	 Click link(s) to preview/purchase the documents <a href="#">(Graham) AOS Def Sitala Terrell-Holloway on 10.6.pdf</a>		 Click HERE to purchase all documents related to this one docket entry
<b>Docket Entry:</b>	AFFIDAVIT OF SERVICE OF PLAINTIFF'S COMPLAINT UPON SITALA TERRELL-HOLLOWAY BY PERSONAL SERVICE ON 10/06/2022 FILED. (FILED ON BEHALF OF AZALIA GRAHAM)		
03-NOV-2022 08:55 AM	PRAECIPE TO REINSTATE CMPLT	SIMON, MARC I	
<b>Documents:</b>	 Click link(s) to preview/purchase the documents <a href="#">(Graham) Praecipe to Reinstate Complaint 11.3.22.pdf</a>		 Click HERE to purchase all documents related to this one docket entry
<b>Docket Entry:</b>	COMPLAINT WITH NOTICE TO DEFEND WITHIN TWENTY (20) DAYS AFTER SERVICE IN ACCORDANCE WITH RULE 1018.1 REINSTATED. (FILED ON BEHALF OF AZALIA GRAHAM)		

► [Case Description](#)

► [Related Cases](#)

► [Event Schedule](#)

► [Case Parties](#)

► [Docket Entries](#)

[E-Filing System](#)

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# *Exhibit C*

 Home

 Search

 Forms

 Help

# Business Search

*As of 10/31/2022 we have processed all business filings received in our office through 10/18/2022.*

Business Search Info:



sital terrell-holloway



Advanced 



No results were found for sital  
terrell-holloway

Try your search again with different filters or  
a different search term.



# *Exhibit D*

## Employee Punch Detail by Store

Workday ID	First Name	Last Name	Store	POS Code	Date	Type
000000000	1	Kiosk	437	9980	6/16/2022	Shift
000000000	2	Kiosk	437	9981	6/16/2022	Shift
000026506	Dawn	Petro	437	26506	6/16/2022	Shift
000026538	Melissa	Mcfadden	437	26538	6/16/2022	Shift
000220556	Ladreya	Mack	437	220556	6/16/2022	Shift
000254685	Stephen	Vanderslice	437	254685	6/16/2022	Shift
000387758	Kyree	Johnson	437	387758	6/16/2022	Shift
000404766	Kyle	Gorham	437	404766	6/16/2022	Shift
000404766	Kyle	Gorham	437	404766	6/16/2022	Break
000440055	Kaylin	Coles	437	440055	6/16/2022	Shift
000440436	Tyana	Davis	437	440436	6/16/2022	Shift
000448716	Davontae	Williams	437	448716	6/16/2022	Shift
000454628	Matthew	Wells	437	454628	6/16/2022	Shift
000454628	Matthew	Wells	437	454628	6/16/2022	Break
000455574	Devon	Goodwin	437	455574	6/16/2022	Shift
000460524	Gisela	Rosario	437	460524	6/16/2022	Shift
000460529	Carl	Russ	437	460529	6/16/2022	Shift

In	Out	Paid Break	Unpaid Break	Total Hours
2:07am	2:00am	0	0	23.88
2:07am	2:00am	0	0	23.88
8:14am	4:12pm	0	0	7.97
9:17pm	10:04pm	0	0	0.78
10:59am	5:06pm	0	0	6.12
8:38am	5:21pm	0	0	8.72
2:23pm	10:04pm	0	0	7.68
10:46am	4:52pm	0	0	6.10
3:50pm	4:00pm	10	0	0.00
4:00pm	10:04pm	0	0	6.07
4:00pm	10:04pm	0	0	6.07
5:00pm	10:04pm	0	0	5.07
12:04pm	8:00pm	0	0	7.43
2:37pm	3:07pm	0	30	0.00
9:59am	4:16pm	0	0	6.28
3:00pm	7:22pm	0	0	4.37
3:00pm	7:22pm	0	0	4.37

# *Exhibit E*

808 Fanshawe St Philadelphia, Pennsylvania 19111

Joshua Holloway Age 54 (Mar 1968)



### Current & Past Addresses

Home address, apartment, business, and rental property addresses for Joshua Holloway

**808 Fanshawe St Philadelphia, PA 19111** (Current Address)


508 E Miner St West Chester, PA 19382 (Dec 2005 - Sep 2022)

3905 N Marshall St Philadelphia, PA 19140 (May 2005 - Apr 2020)

253 W Ruscomb St Philadelphia, PA 19120 (Dec 2001 - Sep 2019)


4237 Rhawn St Philadelphia, PA 19136 (Mar 2018)

More 



### Phone Numbers


Cell/mobile/wireless phone number and home telephone numbers for Joshua Holloway



### Also Known As

Akas, alternate spellings, misspellings, maiden and married names for Joshua Holloway

Josh Holloway, Joshua Halloway, Joshua Hollaway, Joshua Hollowey, Joshua Hollow




### Possible Relatives

Brothers, sisters, mother, father, wife, husband and exes for Joshua Holloway

Crystal Holloway, Flora M Holloway, Galvin Holloway, Horace Holloway, Kim A Holloway, Michael Anthony Holloway, Robert Holloway, Roland R Holloway

Sitala Terrell-holloway Age 21 (Sep 2001)



### Current & Past Addresses

**808 Fanshawe St Philadelphia, PA 19111**




### Phone Numbers



### Also Known As


Sitala A Terrellholloway, Sitala Terrellhollowa, Sitala Terrell



### Possible Relatives

Euna M Terrell, Joshua Holloway, Kali S Terrell, Shaquan L Terrell, Shaquan L Terrell, Terris E Terrell

Kali Terrell Age 48 (Mar 1974)



### Current & Past Addresses

**808 Fanshawe St Philadelphia, PA 19111** (Current Address)

253 W Ruscomb St Philadelphia, PA 19120 (May 1995 - Jun 2018)

118 E Pleasant St Philadelphia, PA 19119 (Jan 1995 - Mar 2010)

587 Allengrove St Philadelphia, PA 19120 (Aug 2003 - Apr 2006)